

CONTRACT #3
RFS # N/A
UT Tracking # 99011

University of Tennessee
Health Science Center

VENDOR:
University Health Systems
(UHS)



April 2, 2007

RECEIVED

APR 03 2007

FISCAL REVIEW

Mr. Jim White
Executive Director
Fiscal Review Committee
320 Sixth Avenue, North – 8th Floor
Nashville, TN 37243-0057

Dear Mr. White:

The University of Tennessee is submitting for the committee's review a non-competitively bid contract with the University Health Systems to provide patient services for the National Surgical Adjuvant Breast and Bowel Project (NSABP) study.

The NSABP is a breast and bowel cancer research project. The University Health Systems (formerly the UT Hospital in Knoxville) maintains a fully staffed oncology clinical trials department with the staff and expertise to conduct clinical trials for cancer patients seen by UT faculty members. This amendment continues the patient services (followup, recordkeeping, enrollment, recruitment) for oncology patients participating in this study.

The effective date of the original contract is June 1, 2003 through May 31, 2007. The proposed amendment extends the contract through June 30, 2008. The maximum liability, as a result of the proposed amendment, increases from \$245,000 to \$345,000.

If you have questions or need additional information, please let me know.

Respectfully,

Sylvia Shannon Davis
Vice President for Administration and Finance

c: Dr. John D. Petersen
Mr. Anthony Ferrara
Mr. Anthony Haynes
Dr. William Owen

CONTRACT SUMMARY SHEET

021406

RFS #		Contract #	
		99011	
State Agency		State Agency Division	
University of Tennessee		Health Science Center - Graduate School of Medicine	
Contractor Name		Contractor ID # (FEIN or SSN)	
University Health Systems		<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 31-1626179	
Service Description			
Patient services for the National Surgical Adjuvant Breast and Bowel Project study.			
Contract BEGIN Date	Contract END Date	Subrecipient or Vendor?	CFDA #
June 1, 2003	June 30, 2008	Vendor	N/A
Mark Each TRUE Statement			
<input type="checkbox"/> N/A Contractor is on STARS		<input checked="" type="checkbox"/> X Contractor's Form W-9 is on file in Accounts	
Allotment Code	Cost Center	Object Code	Fund
332.34	N/A	N/A	N/A
FY	State	Federal	Interdepartmental
2003-2007			
2008			
TOTAL:	\$ -	\$ -	\$ -
			\$ 345,000.00
			\$ 345,000.00
— COMPLETE FOR AMENDMENTS ONLY —			State Agency Fiscal Contact & Telephone #
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Sylvia Davis, 865-974-4048
2008	\$ 245,000.00	\$ 100,000.00	
TOTAL:	\$ 245,000.00	\$ 100,000.00	
End Date	5/30/2007	6/30/2008	
Contractor Ownership (complete only for base contracts with contract # prefix: FA or GR) N/A			
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business <input type="checkbox"/> NOT disadvantaged
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> OTHER minority/disadvantaged—
Contractor Selection Method (complete for ALL base contracts— N/A to amendments or delegated authorities)			
<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation	<input type="checkbox"/> Alternative Competitive Method	
<input checked="" type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Negotiation w/ Government (eg, ID, GG, GU)	<input type="checkbox"/> Other	
Procurement Process Summary (complete for Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)			
The University Health Systems (formerly the UT Hospital in Knoxville) maintains a fully staffed oncology clinical trials department with the staff and expertise to conduct clinical trials for cancer patients seen by UT faculty members. This amendment continues the patient services (followup, recordkeeping, enrollment, recruitment) for oncology patients participating in this study.			

REQUEST: NON-COMPETITIVE AMENDMENT

APPROVED

University of Tennessee System Office Approval
Date:

EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED.

1) UT Tracking Number	99011		
2) Campus/Institute Name:	University of Tennessee Health Science Center		
EXISTING CONTRACT INFORMATION			
3) Short Description :	Patient services for National Surgical Adjuvant Breast and Bowel Project (NSABP) study		
4) Proposed Vendor :	University Health Systems (UHS)		
5) Contract #	99011		
6) Contract Start Date :			June 1, 2003
7) <u>Current</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :			May 31, 2007
8) <u>Current</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :			\$245,000
PROPOSED AMENDMENT INFORMATION			
9) <u>Proposed</u> Amendment #			2
10) <u>Proposed</u> Amendment Effective Date:			June 1, 2007
11) <u>Proposed</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :			June 30, 2008
12) <u>Proposed</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :			\$345,000
13) Approval Criteria : (select one)	<div style="display: flex; align-items: center;"> <div style="font-size: 2em; margin-right: 10px;">X</div> <div> <p>use of Non-Competitive Negotiation is in the best interest of the state</p> <p>only one uniquely qualified service provider able to provide the service</p> </div> </div>		
14) Description of the Proposed Amendment Effects & Any Additional Service :			

The proposed amendment extends the time period for patient services provided as part of the clinical trial.

15) Explanation of Need for the Proposed Amendment :

To continue patient services (followup, recordkeeping, enrollment, recruitment) for oncology patients in the National Surgical Adjuvant Breast and Bowel Project trial.

16) Name & Address of Contractor's Current Principal Owner(s) :
(not required if proposed contractor is a state education institution)

University Health Systems, Cancer Institute, 1934 Alcoa Highway, Suite 473, Knoxville, TN 37920

17) Documentation of Office for Information Resources Endorsement : N/A
(required only if the subject service involves information technology)

18) Documentation of Department of Personnel Endorsement : N/A
(required only if the subject service involves training for state employees)

19) Documentation of State Architect Endorsement : N/A
(required only if the subject service involves construction or real property related services)

20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :

The Principal Investigator for this project, Daniel Green MD, is a UT faculty member and has patients located at the UT Medical Center in Knoxville (UHS) as part of the university's primary clinical affiliation agreement. As part of this research collaboration, it is essential that continuity of services including patient care, medical records, and patient tracking be maintained.

21) Justification for the Proposed Non-Competitive Amendment :

UHS maintains a fully staffed oncology clinical trials department with the staff and expertise to conduct clinical trials for cancer patients seen by UT faculty members. This contract acquires the services needed to participate in the NSABP. The Principal Investigator for this project, Daniel Green MD, is a UT faculty member and has patients located at the UT Medical Center in Knoxville (UHS) as part of the university's primary clinical affiliation agreement. As part of this research collaboration, it is essential that continuity of services including patient care, medical records, and patient tracking be maintained.

REQUESTING AGENCY HEAD SIGNATURE & DATE :

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)

DEPARTMENT HEAD: _____ DATE: _____

BUDGET ENTITY HEAD: _____ DATE: _____

SYSTEM APPROVAL: _____ DATE: _____

99011

THE UNIVERSITY OF TENNESSEE
CONTRACT AMENDMENT

This amendment is to the contract between the University of Tennessee (hereinafter University and
University Health Systems (hereinafter Contractor), which Contract was signed by the
University on 11/03

This Contract amendment consists of this cover page, the University's Standard Terms and Conditions and
1 additional pages.

By mutual agreement, the University and the Contractor agree to the following amendment:

Amend contract to extend contract period for patient services (record keeping, follow-up, recruitment, enrollment) for the
National Surgical Adjuvant Breast and Bowel clinical trial and to increase amount by \$100,000.

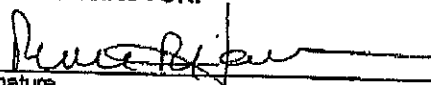
New contract period 06/01/07 - 06/30/08.

New contract maximum liability amount \$345,000


All other terms remain unchanged.

In witness of their acceptance of the terms of this agreement, the parties have had this Contract executed by their duly
authorized representatives.

FOR CONTRACTOR:


Signature
Renee R. Hawk, MPH
Printed Name
VP Cancer Institute Cancer Services
Title
University Health Systems
Address
1934 Alcoa Highway, Suite 473
Knoxville, TN 37920
865-544-8767
Telephone Number
31-1626179
SSN or Fed. ID Number

FOR UNIVERSITY:

Department Name
Responsible Account (if applicable)
Administrative Signature (optional)
Administrative Printed Name

Authorized Official Signature
Vice Chancellor
Finance & Operations
Authorized Official Name (printed)
3-21-07
Date

STANDARD TERMS AND CONDITIONS

1. The University is not bound by this Contract until it is approved by the appropriate University official(s) indicated on the signature page of this Contract.
2. This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract.
3. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the University.
4. Unless otherwise indicated on the reverse, if this Contract provides for reimbursement for travel, meals or lodging, such reimbursement must be made in accordance with University travel policies.
5. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Contract, and that no employee or official of the State of Tennessee holds a controlling interest in the Contractor. If the Contractor is an individual, the Contractor certifies that he/she is not presently employed by the University or any other agency or institution of the State of Tennessee; that he/she has not retired from or terminated such employment within the past six months; and that he/she will not be so employed during the term of this Contract.
6. The Contractor shall maintain documentation for all charges against the University under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.
7. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of non-discrimination.
8. The Contractor, being an independent contractor, agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident to this Contract. The University shall have no liability except as specifically provided in this Contract.
9. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
10. This Contract shall be governed by the laws of the State of Tennessee, which provide that the University has liability coverage solely under the terms and limits of the Tennessee Claims Commission Act.
11. The Contractor shall avoid at all times any conflict of interests between his/her duties and responsibilities as a Contractor and his/her interests outside the scope of any current or future Contracts. The following principles define the general parameters of a conflict of interests prohibited by the University:
 - A. A Contractor's outside interests shall not interfere with or compromise his/her judgment and objectivity with respect to his/her duties and responsibilities to the University.
 - B. A Contractor shall not make or influence University decisions or use University resources in a manner that results in:
 - Financial gain outside any current or future Contracts for either the Contractor or his/her relatives or
 - Unfair advantage to or favored treatment for a third party outside the University.
 - C. A Contractor's outside financial interests shall not affect the design, conduct, or reporting of research.The Contractor certifies that he/she has no conflicts of interests and has disclosed in writing the following:
 - A. Any partners or employees of the Contractor who are also employees of the University.
 - B. Any relatives of the Contractor's partners or employees who work for the University.
 - C. Any outside interest that may interfere with or compromise his/her judgment and objectivity with respect to his/her responsibilities to the University.
12. If the Contractor fails to perform properly its obligations under this Contract or violates any term of this Contract, the University shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the University for damages sustained by breach of this Contract by the Contractor.
13. It is understood by the Contractor that the University will possess all rights to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract. The Contractor and the University acknowledge and agree that the Contractor's work under this Contract shall belong to the University as "work-made-for-hire" (as such term is defined in U.S. Copyright Law).
14. In compliance with the requirements of Chapter 878, Public Acts of 2006 of the State of Tennessee, for any contract for goods or services purchased by the University, the Contractor hereby attests that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performances of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of the Contract.